



ADM Agriculture Ltd
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ADM AGRICULTURE LIMITED TERMS AND CONDITIONS OF PURCHASE FOR UK DOMESTIC TRADE

July 2026

These Terms and Conditions of Purchase ("Terms") govern all purchases and the supply of Goods and services by suppliers ("Seller") to ADM Agriculture Ltd ("ADM"). By supplying Goods or services to ADM, the Seller agrees to be bound by these Terms in full.

These Terms govern all purchases of Goods and/or supply of Services by ADM, subject always to any mandatory provisions of the applicable Industry Contract incorporated into the Contract. These Terms shall apply to the exclusion of any terms and conditions proposed by the Seller unless expressly agreed in writing by ADM.

These Terms are divided into:

- A. Part 1 – General Terms, applicable to all purchases; and
- B. Part 2 – Commodity, specification and contamination supplementary Terms.

In the event of inconsistency between Part 1 and Part 2, Part 2 shall prevail in respect of commodity matters.

General Terms and Conditions

1. Definitions and Interpretation

1.1. Definitions

- 1.1.1. **"ADM"**: Means ADM Agriculture Limited, a company organised and existing under the laws of England, with its registered office located at Lindsey House, Hemswell Cliff, Gainsborough, Lincolnshire, DN21 5TH.
- 1.1.2. **"Seller"**: Means the person, firm or company supplying Goods and/or Service to ADM.
- 1.1.3. **"Goods"**: Means any Goods supplied by the Seller to ADM, including (without limitation) grains, oilseeds, and pulses.
- 1.1.4. **"Services"**: Means any services supplied by the Seller to ADM, whether in connection with the supply of Goods or otherwise, including (without limitation) delivery, blending, treatment or advisory services.
- 1.1.5. **"AIC"**: Means the Agriculture Industries Confederation
- 1.1.6. **"FOSFA"**: Means the Federation of Oils, Seeds and Fats Association
- 1.1.7. **"Industry Contract"**: Means any of the following standard form contracts, as applicable to the relevant commodity:
 - 1.1.7.1. AIC Contract No. 1/21
 - 1.1.7.2. AIC Contract No. 2/21
 - 1.1.7.3. FOSFA Contract No. 26A
 - 1.1.7.4. FOSFA Contract No. 9A
 - 1.1.7.5. Or any amendment, update or replacement thereof.
- 1.1.8. **"Contract"**: Means the contract between ADM and the Seller for the purchase of Goods and/or supply of Services, comprising the Contract Note (if any), these Terms, and any applicable Industry Contract as incorporated.



- 1.1.9. **"Contract Note"**: Means ADM's written confirmation of the contract, whether issued in paper form, by email or any approved electronic trading platform.
- 1.1.10. **"Business Day"**: Means any day other than a Saturday, Sunday or public holiday in England.
- 1.1.11. **"Business Hours"**: Means the period from 9.00 am to 5.00 pm on a Business Day.

1.2. Interpretation

- 1.2.1. Headings are for convenience only and shall not affect the interpretation of these Terms.
- 1.2.2. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.2.3. References to a statute or statutory provision include any modification, re-enactment or replacement of it from time to time.
- 1.2.4. References to clauses are to clauses of these Terms.
- 1.2.5. The words 'including' or 'without limitation' shall not limit the generality of the preceding words.
- 1.2.6. References to "in writing" or "written" includes email any other electronic communication agreed by ADM, and exclude fax unless expressly agreed otherwise.

2. Application and Priority of Terms

- 2.1. These Terms apply to all Contracts for the purchase of Goods and/or supply of Services by ADM and shall govern each Contract, regardless of how an order is placed, including orally, in writing or electronically.
- 2.2. These Terms apply to the exclusion of any terms or conditions proposed, relied upon or introduced by the Seller, whether contained in a quotation, sales order acknowledgement, confirmation, correspondence or otherwise.
- 2.3. The documents forming the Contract shall have the following order of priority in the event of any inconsistency:
 - 2.3.1.(a) Contract Note;
 - 2.3.2.(b) These Terms and Conditions; and
 - 2.3.3.(c) any applicable Industry Contract incorporated.
- 2.4. Incorporation of Industry Contracts
 - 2.4.1. Unless otherwise expressly agreed in writing, Contracts for the purchase of:
 - 2.4.1.1. (a) grains and pulses shall be subject to AIC Grain/Pulses Contract No. 1/21 or 2/21 (as applicable); and
 - 2.4.1.2. (b) oilseed rape and linseed shall be subject to FOSFA Contract No. 26A and FOSFA Contract No. 9A respectively.
 - 2.4.1.3. In each case in the edition current at the date of the transaction.
 - 2.4.2. Such Industry Contracts are incorporated into the Contract subject always to these Terms, which shall prevail except where inconsistent with any provision of an Industry Contract that is mandatory or subject to prescribed arbitration rules.
 - 2.4.3. Copies of the applicable Industry Contracts are available upon request or via ADM's website.
- 2.5. No variation of these Terms or of any Contract shall be effective unless agreed in writing by a duly authorised director of ADM. No employee, agent or representative of ADM has authority to vary or supplement these Terms.

3. Formation of Contract

- 3.1. ADM may place orders with the Seller orally, in writing or electronically. No order shall be binding upon ADM unless and until accepted by the Seller and confirmed by ADM in writing.



- 3.2. The Seller shall be deemed to have accepted these Terms upon acceptance of an order, or upon commencing performance of the Contract, whichever occurs first.
- 3.3. Each Contract shall be confirmed by ADM by issuing a Contract Note.
- 3.4. The Seller shall promptly review the Contract Note and notify ADM immediately of any discrepancy or error.
- 3.5. In the absence of such notification within one Business Day (or such shorter period as is commercially reasonable), the Contract shall be deemed to be accepted and conclusive evidence of the agreed terms.
- 3.6. The Seller shall be bound by the details contained in the Contract Note whether or not it has been signed.
- 3.7. ADM reserves the right to cancel or amend any order at any time prior to the formation of a Contract without incurring any liability.

4. End Receiver Requirements

- 4.1. The Seller acknowledges that Goods may be delivered to a third-party receiver ("End Receiver") and agrees to comply with all reasonable requirements, specifications and conditions of such End Receiver relating to delivery, quality, safety and handling.
- 4.2. Details of the End Receiver and delivery location will be notified by ADM at the time of booking or collection instructions.
- 4.3. Copies of applicable End Receiver terms are available upon request.
- 4.4. In the event of any conflict between the requirements of the End Receiver and these Terms, the Seller shall comply with the End Receiver's operational and safety requirements, provided that nothing in this clause shall limit ADM's contractual rights against the Seller under these Terms.

5. Product Description and Compliance

- 5.1. The Goods shall comply with all applicable United Kingdom statutory and regulatory requirements in force at the time of delivery.
- 5.2. The Goods shall conform strictly to the description, specification, quality, quantity and any other requirements set out in the Contract, including any applicable Contract Note, Industry Contract and End Receiver Requirements.
- 5.3. The Seller warrants that all Goods supplied:
 - 5.3.1.(a) are of satisfactory quality and fit for purpose;
 - 5.3.2.(b) comply with all applicable laws, regulations and codes of practice in force at the time of delivery, including (without limitation) those relating to food and feed safety, environmental protection, storage, transport and handling;
 - 5.3.3.(c) are of sound, fair and merchantable quality and free from defects, contamination, infestation, adulteration or foreign matter;
 - 5.3.4.(d) have been grown, stored, handled and transported in accordance with good industry practice;
 - 5.3.5.(e) comply with all applicable assurance schemes, certification requirements and industry standards notified by ADM, including (where applicable) Red Tractor, TASCC, or equivalent schemes.
- 5.4. The Seller shall ensure that all Goods are accompanied by accurate and complete documentation, including (where applicable):
 - 5.4.1.(a) delivery notes;
 - 5.4.2.(b) weighbridge tickets;
 - 5.4.3.(c) assurance scheme certificates;
 - 5.4.4.(d) Combinable Crops Passport or equivalent documentation; and
 - 5.4.5.any other documentation required by law, the Industry Contract or the End Receiver.



- 5.5. The Seller shall not supply any Goods containing prohibited substances or residues in excess of permitted levels, and shall ensure compliance with all applicable limits relating to pesticides, contaminants, mycotoxins, heavy metals or other regulated substances.
- 5.6. The Seller shall promptly notify ADM in writing upon becoming aware of:
 - 5.6.1.(a) any actual or suspected contamination, non-conformity or quality issue affecting the Goods; or
 - 5.6.2.(b) any circumstance which may affect the safety, legality or suitability of the Goods for their intended use.
- 5.7. ADM reserves the right to inspect, sample and test the Goods at any time prior to or following delivery, and such inspection, sampling or testing shall not constitute acceptance of the Goods.
- 5.8. Any breach of this clause shall entitle ADM, without prejudice to any other rights or remedies, to reject the Goods, require replacement, or recover all associated losses, costs and expenses.

6. Variety

- 6.1. Where the Parties agree that the Goods shall be of a specified variety or varieties, such variety shall form part of the Description of the Goods and shall be a condition of the Contract.
- 6.2. If the Goods supplied do not conform to the agreed variety or varieties, ADM shall be entitled, at its discretion:
 - 6.2.1.(a) to reject the Goods; or
 - 6.2.2.(b) where the Goods have been accepted on initial inspection and subsequently enter the food or feed chain, to recover from the Seller any losses, damages, costs or expenses incurred as a result of such non-conformity.
- 6.3. Any determination of variety shall be made by ADM, acting reasonably and in good faith, and shall be binding in the absence of manifest error, subject to the dispute resolution procedures under the applicable Industry Contract.

7. Buyback Contracts

- 7.1. Where a Contract is designated as a "Buyback Contract", the Seller agrees that the Goods are supplied subject to the minimum specification and requirements set out in the original Buyback Contract Note.
- 7.2. In the event that such Goods fail to meet the minimum specification or requirements of the Buyback Contract, ADM shall be entitled, at its sole discretion, to:
- 7.3. (a) accept the Goods at an adjusted price reflecting their actual quality or condition; or
- 7.4. (b) treat the Goods as sold to ADM at the prevailing market value at the time of delivery or assessment.
- 7.5. For the purposes of this clause, market value shall be determined by ADM, acting reasonably and in good faith, by reference to the relevant futures market, physical market, or replacement transaction, as applicable.
- 7.6. Any determination of quality, specification or compliance for the purposes of this clause shall be made by ADM, acting reasonably and in good faith, and shall be binding in the absence of manifest error, subject to the dispute resolution procedures under the applicable Industry Contract.
- 7.7. Any losses, costs or expenses incurred by ADM as a result of the Goods failing to meet the Buyback Contract requirements shall be for the Seller's account.

8. Prices & Price Adjustments

- 8.1. The price of the Goods and/or Services shall be as specified in the Contract Note or otherwise agreed in writing ("Price").



- 8.2. Unless otherwise expressly agreed in writing:
 - 8.2.1.(a) the Price shall be fixed and not subject to variation;
 - 8.2.2.(b) the Price shall be inclusive of all costs incurred by the Seller, including (without limitation) packaging, loading, transport, insurance, duties and taxes (excluding VAT).
- 8.3. No increase in the Price shall be effective without prior written agreement of ADM.
- 8.4. Where the Contract provides for a price adjustment by reference to quality, weight, specification or condition of the Goods:
 - 8.4.1.(a) such adjustments shall be determined in accordance with the applicable Industry Contract, End Receiver terms and/or ADM's standard scale of allowances in force from time to time;
 - 8.4.2.(b) ADM's determination of any adjustment, acting reasonably and in good faith, shall be binding in absence of manifest error, subject to the dispute resolution procedures under the applicable Industry Contract.
- 8.5. Where the Goods are subject to weighing, sampling or analysis at the point of delivery or by the End Receiver, the results of such processes shall form the basis for any price adjustment unless otherwise agreed.
- 8.6. ADM reserves the right to make deductions from the Price in respect of:
 - 8.6.1.(a) shortages in quantity;
 - 8.6.2.(b) failure to meet contractual specifications;
 - 8.6.3.(c) contamination, damage or deterioration;
 - 8.6.4.(d) additional costs incurred by ADM as a result of the Seller's breach of Contract.
- 8.7. The Seller shall not be entitled to suspend performance or delay delivery on the basis of any dispute regarding Price or adjustments.
- 8.8. Any variation to the Price must be expressly agreed in writing by a duly authorised representative of ADM.

9. Futures Pricing Contracts

- 9.1. Where a Contract is entered into on a futures pricing basis, the Seller shall fix the futures element of the Price during market trading hours on or before the 15th day of the month preceding the delivery period of the relevant futures contract (or such other date as may be specified in the Contract Note).
- 9.2. If the Seller fails to fix the futures Price in accordance with clause 9.1, ADM shall be entitled, at its sole discretion:
 - 9.2.1.(a) to fix the futures Price on behalf of the Seller at the prevailing market price on any Business Days thereafter; or
 - 9.2.2.(b) to roll the position into a subsequent futures contract and adjust the contract premium to reflect the price differential between the relevant futures contracts, such differential to be determined by ADM acting reasonably and in good faith.
- 9.3. Any costs, losses or adjustments arising as a result of the Seller's failure to fix in accordance with this clause shall be for the Seller's account.

10. Premium Contract Liability

- 10.1. All contracts entered into on a "premium" basis, including (without limitation) fixed premium, minimum price, maximum price, minimum/maximum, and minimum/no maximum structures, shall be deemed to expose the Seller to market price risk in accordance with the agreed pricing mechanism.
- 10.2. The applicable pricing mechanism shall be as specified in the Contract Note. Where no pricing mechanism is specified, it shall be agreed between ADM and the Seller, failing which ADM shall determine the applicable pricing mechanism acting reasonably and in good faith.



- 10.3. In the event of default, failure to perform, or any other breach of such Contract by the Seller, ADM shall be entitled to recover from the Seller the difference between:
 - 10.3.1. (a) the contract value (including the agreed premium); and
 - 10.3.2. (b) the prevailing market value at the time of default or replacement,
 - 10.3.3. together with any additional losses, costs and expenses incurred by ADM.
- 10.4. For the purposes of this clause, market value shall be determined by ADM, acting reasonably and in good faith, by reference to the relevant futures market, physical market, or replacement transaction, as applicable.
- 10.5. Any variation to the operation of this Clause shall only be effective if expressly agreed in writing in the Contract Note or otherwise by a duly authorised representative of ADM.

11. Payment

- 11.1. Unless otherwise agreed, payment shall be made by ADM on 20th of the month following movement. Any deviation from this must be specified at the time of trade and captured within the payment terms specified in the Contract Note.
- 11.2. The Seller shall submit invoices in a timely manner and in the format reasonably required by ADM, quoting the relevant Contract reference and containing sufficient detail to verify the amount claimed.
- 11.3. Subject to clause 11.4, ADM shall pay all undisputed invoices in accordance with the payment date stated in the Contract Note.
- 11.4. ADM shall be entitled to:
 - 11.4.1. (a) withhold payment of any amount which are disputed in good faith;
 - 11.4.2. (b) make deduction or adjustments in accordance with the Contract; and
 - 11.4.3. (c) set off any amount owed by the Seller to ADM against any sums payable by ADM to the Seller, whether under the Contract or otherwise.
- 11.5. Payment by ADM shall not constitute acceptance of the Goods or Services, nor shall it prejudice any rights or remedies available to ADM under the Contract.
- 11.6. Where payment is dependent upon the determination of weight, quality, specification or analysis, ADM may withhold payment until such determinations have been completed.

12. Payment Security

- 12.1. The Seller shall notify ADM promptly of any changes to its bank account details. Such changes must be confirmed in writing and may be subject to verification by ADM.
- 12.2. ADM shall not be liable for any losses arising from fraudulent or unauthorised payment instructions unless caused by ADM's negligence.

13. Collection or Delivery Period

- 13.1. ADM shall have the right, by giving notice to the Seller prior to the expiry of the original collection or delivery period, to extend such period by up to 15 days. Where such extension is exercised, ADM shall pay a premium of £1.00 per tonne, which shall be added to the Contract Price.
- 13.2. Notice of extension may be given by email or in writing.
- 13.3. Where:
 - 13.3.1. (a) ADM nominated the Goods for collection and the Seller fails to make the Goods available for collection in accordance with the Contract; or
 - 13.3.2. (b) the Seller fails to deliver the Goods in accordance with the Contract,
 - 13.3.3. ADM shall have the right, without prejudice to any other remedy, to extend the delivery or collection period to the next full calendar month at the Contract Price, without payment of any premium.



- 13.4. Any additional costs, losses or liabilities incurred by ADM as a result of the Seller's failure to perform in accordance with the agreed delivery or collection period shall be for the Seller's account.
- 13.5. ADM reserves the right to nominate collection or delivery of the Goods on Saturdays and Bank Holidays. For the purposes of any ex-farm or store collection obligations, such days shall be treated as Business Days.

14. As Available Contracts

- 14.1. Where Goods are purchased on an "As Available" basis, the Seller shall notify ADM promptly when the total contractual quantity of Goods is available for collection and/or delivery.
- 14.2. The Seller shall, at the same time, provide details of the available Goods, including (where applicable) the variety and quality.
- 14.3. Upon receipt of such notification, ADM shall be entitled to the remainder of the agreed delivery or collection period in which to complete collection of the Goods or to take delivery of the Goods, as applicable.
- 14.4. Where it is not reasonably possible for ADM to complete collection or delivery within the original period, ADM shall have the right to extend the delivery and/or collection period by up to 15 days at no additional cost.
- 14.5. The Seller shall ensure that the Goods remain available and in accordance with the Contract during any such extension period.
- 14.6. Any deterioration in quality or condition of the Goods after notification under clause 14.1 shall be at the Seller's risk.

15. Delivered Contracts

- 15.1. Where a Contract provides for delivery of the Goods to ADM, the Seller shall be responsible for arranging transport and delivery in accordance with the Contract.
- 15.2. ADM shall not be liable for any loss, cost or claim arising from delays to transport, howsoever caused.
- 15.3. ADM will use reasonable endeavours to provide the Seller with not less than two clear days' notice of delivery nominations or fixings. However, failure to provide such notice shall not entitle the Seller to refuse delivery or to treat the Contract as breached.
- 15.4. All Goods delivered to ADM's facilities must be accompanied by complete and accurate documentation, including:
 - 15.5. (a) clear identification of the variety; and
 - 15.6. (b) all relevant reference numbers,
 - 15.7. which must be stated on the delivery documentation and the Combinable Crops Passport (where applicable).
- 15.8. Where the Seller arranges delivery of its own Goods, the Seller shall comply with the current TASCC Haulage Code of Practice (as amended from time to time).

16. Quantity and Tolerances

- 16.1. For Contracts subject to AIC Grain/Pulses Contract No. 1/21 (Clause 5) and AIC Contract No. 2/21 (Clause 4) (each relating to "Contract Quantity"), the standard tolerance provision shall be amended such that:
 - 16.1.1. Where the word "about" is used in relation to quantity, ADM shall have the option to accept delivery of up to 5% or 15 tonnes (whichever is the lesser) more or less than the contract quantity, at the Contract Price.
- 16.2. For Contracts subject to FOSFA Contract No. 26A and FOSFA Contract No. 9A (each relating to "Tolerance"), the standard tolerance provision shall be amended such that:



16.2.1. ADM shall have the option to accept delivery of up to 2% or 5 tonnes (whichever is the lesser) more or less than the mean contract quantity, at the Contract Price.

16.3. For the avoidance of doubt, the Seller shall have no entitlement to exercise any quantity tolerance provision unless expressly agreed in writing with ADM.

17. Assurance and Farm Assurance

17.1. Unless otherwise agreed in writing at the time of trade, Contracts are entered into on the basis that the parties operate within a recognised industry assurance scheme applicable to the Goods.

17.2. Unless otherwise stated in the Contract Note, all Goods shall be deemed to be supplied under an audited farm assurance scheme accredited to Red Tractor Standards or an equivalent scheme recognised by AIC, unless the Seller has notified ADM otherwise prior to contracting.

17.3. The Seller shall ensure that it is certified under, and remains compliant with, all applicable assurance schemes and shall, upon request, provide ADM with evidence of such certification, including the relevant scheme name and registration number.

17.4. The Seller shall notify ADM promptly of any change to its assurance status, including any amendment to its scheme or registration number.

17.5. Where compliance with an assurance scheme is required and the Seller fails to maintain such compliance, ADM shall be entitled, without liability, to suspend collection of the Goods or refuse to accept delivery until satisfactory evidence of compliance is provided.

17.6. The Seller shall promptly notify ADM if its certification under any applicable assurance scheme is suspended, withdrawn or expires.

18. Renewable Energy Directive (RED)

18.1. Where Goods are intended for use in the biofuels industry, and in all cases for oilseeds, the Seller shall ensure that the Goods comply with all applicable requirements of the Renewable Energy Directive (RED) and associated sustainability criteria, as in force in the United Kingdom.

18.2. The Seller shall provide, upon request, evidence of such compliance.

19. Sampling and Analysis

19.1. ADM endorses applicable industry assurance standards, including Red Tractor, which require Sellers to take representative samples at the point of storage.

19.2. ADM may, at its discretion, provide sampling materials or arrange collection of samples from the Seller's premises.

19.3. ADM may offer sampling services where the Seller is unable to provide samples; however, ADM shall not be obliged to sample Goods stored in enclosed or confined spaces.

19.4. Any sampling, testing or analysis carried out by or on behalf of ADM is provided for guidance only and shall not be contractually binding or determinative of the quality or condition of the Goods.

19.5. ADM shall have no liability for any loss arising from such sampling, testing or analysis.

19.6. Sampling, testing or analysis carried out at the point of delivery by ADM or the End Receiver shall be binding in the absence of manifest error, subject to dispute resolution provisions.



20. Risk and Title

- 20.1. Risk in the Goods shall pass to ADM upon the earlier of:
 - 20.1.1. (a) delivery of the Goods to ADM or to a location specified by ADM; or
 - 20.1.2. (b) collection of the Goods by or on behalf of ADM.
- 20.2. Title to the Goods shall pass to ADM upon the later of:
 - 20.2.1. (a) the passing of risk in accordance with clause 20.1; and
 - 20.2.2. (b) delivery of the Goods in accordance with the Contract.
- 20.3. Notwithstanding clauses 20.1 and 20.2, where the Goods are rejected in accordance with the Contract, risk and title shall be deemed not to have passed to ADM.
- 20.4. Where Goods are made available for collection or delivery but are not collected or accepted due to the Seller's failure to comply with the Contract, risk shall remain with the Seller.

21. Rejection

- 21.1. Where ADM has the right, whether under the Contract or at law, to reject the Goods, ADM shall not be deemed to have accepted the Goods by reasons only of having sieved, dressed, sorted, stored, processed or otherwise handled the Goods.
- 21.2. Accordingly, ADM shall not lose, waive or otherwise prejudice its right to reject the Goods, whether under section 35 of the Sale of Goods Act 1979 (as amended) or otherwise.
- 21.3. Any exercise by ADM of its rights under this clause shall be without prejudice to any other rights or remedies available to it under the Contract or at law.

22. Food Safety

- 22.1. The Seller shall comply with all applicable food safety laws and regulations in force in England and Wales, including (without limitation) the Food Safety Act 1990 and any amendment or replacement thereof.
- 22.2. The Seller warrants that all Goods supplied shall comply in all respects with such laws and shall be safe, of the nature, substance and quality demanded, and fit for their intended purpose.
- 22.3. The Seller shall ensure that the Goods comply with all applicable legislation relating to feed and feed safety, including any retained EU law, regulations and standards applicable from time to time.
- 22.4. Any breach of the clause shall render the Goods non-conforming and may result in rejection and/or a claim by ADM.

23. Bio-Solids (Human Waste / Sludge)

- 23.1. The Seller shall ensure that the Goods have not been grown on land to which any form of bio-solids (including human waste or sewage sludge) has been applied.
- 23.2. Any Goods found to have been grown on such land shall be deemed non-conforming and may be rejected by ADM at its discretion.
- 23.3. The Seller warrants that no bio-solids have been applied to land used in the production of the Goods.
- 23.4. Any breach of this clause shall render the Seller liable for all losses, costs and expenses incurred by ADM, including (without limitation) costs of rejection, replacement, haulage, disposal and redirection to alternative outlets.
- 23.5. The Seller shall notify ADM immediately if it becomes aware of any actual or potential breach of this clause.



24. Amendment to Time Limits and Latent Defects

24.1. Claims

- 24.1.1. Subject to clause 24.3, ADM shall endeavour to confirm claims in accordance with clause 22(b) of AIC Contract No. 1/21 and clause 23 (b) of AIC Contract No. 2/21. However, any failure by ADM to comply with such time limits shall not constitute a breach of Contract nor prejudice ADM's rights.

24.2. Latent Defects

- 24.2.1. A "Latent Defect" means any defect in the Goods which is not apparent and could not reasonably have been discovered by inspection or due diligence at the time of delivery, including (without limitation) defects identified through testing or analysis after delivery.
- 24.2.2. Without limitation, Latent Defects may include defects identified through analysis of oilseed crops, including testing for erucic acid, glucosinolates, free fatty acids and benzo-alpha pyrene.

24.3. Time Limits for Latent Defects

- 24.3.1. Notwithstanding any provision of AIC Contract No. 1/21, AIC Contract No. 2/21, FOSFA Contract No. 26A or FOSFA Contract No. 9A, or any other terms to the contrary, the following time limits shall apply in respect of any claim arising from a Latent Defect provided always that such extension shall apply only where consistent with applicable law and enforceable under the governing Industry Contract:
- 24.3.1.1. (a) ADM shall confirm any claim within 120 consecutive days following the discovery of the Latent Defect;
- 24.3.1.2. (b) any claim for arbitration shall be commenced within 120 consecutive days following the discovery of the Latent Defect;
- 24.3.1.3. (c) in respect of oilseed rape and linseed, the time limit for passing on any claim shall be 120 consecutive days following the discovery of the Latent Defect.

24.4. General

- 24.4.1. For the purpose of this clause, "discovery" of a Latent Defect shall mean the date on which ADM or the End Receiver becomes aware, or ought reasonably to have become aware, of the defect.

25. Statutory Rights

- 25.1. The remedies available to ADM under clause 19 and 22 of AIC Contract No. 1/21 and clauses 20 and 23 of AIC Contract No. 2/21 are in addition to, and shall not exclude, any rights or remedies available to ADM under applicable law.
- 25.2. Nothing in these Terms or in any applicable Industry Contract shall limit, exclude or otherwise affect any statutory rights or remedies available to ADM.

26. Termination and Survival

- 26.1. Termination or expiry of the Contract shall not affect any rights or remedies of either party which have accrued prior to such termination or expiry.
- 26.2. Any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect, including (without limitation) provisions relating to payment, limitation of liability, indemnities, confidentiality, data protection and dispute resolution.

27. Entire Agreement

- 27.1. This agreement constitutes the entire agreement between the Seller and ADM and supersedes and extinguishes all previous and contemporaneous agreements,



understandings, promises, assurances, negotiations and discussions between the parties, whether written or oral, relating to its subject matter.

27.2. Each party acknowledges that it has not relied on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

27.3. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

28. Severance

28.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall, to the extent required, be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

28.2. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the agreement.

28.3. The parties shall use reasonable endeavours to agree a replacement provision which, to the greatest extent possible, achieves the intended commercial result of the original provision.

29. Confidentiality

29.1. Each party undertakes that it shall not, at any time during the Contract and for a period of two (2) years after its termination or expiry, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause.

29.2. Each party may disclose the other party's confidential information:

29.2.1. (a) to its employees, officers, representatives, contractors or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection with the Contract, provided that such persons are subject to obligations of confidentiality; and

29.2.2. (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

29.2.3. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

30. Governing Law and Jurisdiction

30.1. These Terms and any Contract between ADM and the Seller shall be governed by and construed in accordance with the laws of England and Wales.

30.2. Subject to Clause 30.3, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or any Contract.

30.3. Where an Industry Contract applies and provides for arbitration (including under AIC or FOSFA rules), any dispute shall be resolved in accordance with the applicable arbitration rules, which are deemed to be incorporated into the Contract.

30.4. Nothing in this clause shall prevent ADM from taking proceedings in any other jurisdiction where necessary to protect its interest or enforce its rights.

31. Workplace Harassment Prevention (including third parties)

31.1. ADM is committed to providing a work environment in which all individuals are treated with dignity and respect. Harassment of any kind will not be tolerated.



- 31.2. For the purpose of these Terms and Conditions, “harassment” includes any unwanted conduct – whether verbal, non-verbal, or physical – that has the purpose or effect of violating a person’s dignity or creating an intimidating, hostile, degrading, humiliating, or offensive environment. This includes, but is not limited to, conduct related to sex, gender, race, nationality, religion, disability, age, sexual orientation, or any other protected characteristic under applicable law.
- 31.3. This policy applies to all employees, contractors, consultants, agency workers, interns, and any other individuals engaged by ADM (“Personnel”). It also extends to interactions with third parties, including but not limited to clients, customers, suppliers, vendors, visitors, and service providers (“Third Parties”).
- 31.4. Personnel are expected to:
 - 31.4.1. Treat colleagues and Third Parties with professionalism and respect at all times;
 - 31.4.2. Refrain from engaging in any form of harassment;
 - 31.4.3. Report any incidents of harassment they experience or witness, whether involving Personnel or Third Parties.
- 31.5. Harassment by Third Parties toward Personnel, or by Personnel toward Third Parties, is strictly prohibited. Any such conduct may result in appropriate action, including termination of Contracts, removal from assignments, or restriction of access to Company premises or Services.
- 31.6. If harassment by a Third Party is reported, the Company will take reasonable and appropriate steps to address the situation. This may include warning the Third Party, suspending or terminating the business relationship, or implementing measures to protect affected Personnel.
- 31.7. All complaints will be taken seriously and handled promptly, fairly, and, where possible, confidentially. Retaliation against any individual who reports harassment or participates in an investigation is strictly prohibited and will itself be treated as a disciplinary matter.
- 31.8. By engaging with the Company, all Personnel and Third Parties agree to comply with this policy.

32. Data Protection

- 32.1. Each party shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and any applicable implementing or supplementary legislation (“Data Protection Laws”). This clause is in addition to, and does not relieve; remove or replace, a party’s obligations or rights under the Data Protection Laws.
- 32.2. To the extent the Seller processes any personal data provided by or on behalf of ADM in connection with the Contract (“ADM Personal Data”), the Seller shall:
 - 32.2.1. (a) Comply with all applicable data privacy laws;
 - 32.2.2. (b) Process ADM Personal Data only for the purpose of performing its obligations under the Contract or as required by applicable law;
 - 32.2.3. (c) Implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage;
 - 32.2.4. (d) Ensure that its employees, agents and any appointed third parties who process ADM Personal Data are subject to appropriate obligations or confidentiality and data protection.
- 32.3. The Seller shall ensure that any personal data supplied to ADM has been obtained and disclosed in accordance with Data Protection Laws, including the provision of any required notices and, where applicable, the obtaining of necessary consents.



- 32.4. ADM shall not be liable, to the fullest extent permitted by law, for any breach of Data Protection Laws arising from the Seller's failure to comply with its obligations under this clause.

33. Modern Slavery Act 2015

- 33.1. The Modern Slavery Act 2015 came into force in October 2015, the act encompasses human trafficking, slavery, servitude and forced or compulsory labour.
- 33.2. ADM is committed to the rights and well-being of the people who work for us and our suppliers. As such, we are committed to taking the appropriate steps to ensure that everyone who works for us benefits from a working environment in which their fundamental rights and freedoms are respected. Our company policy promotes freedom of association and clearly defines that forced labour is unacceptable. We ensure all of our employees are legally entitled to work, registered to pay the appropriate tax and National Insurance contributions and that relevant legislation relating to health and safety, Working Time Regulations, pension enrolment and minimum wage are followed.
- 33.3. As a valued trading partner our expectation and requirement is that your business operates and is committed to the same ethical standards as we are, ensuring the rights and well-being of your own employees and those within your own direct supply chain.
- 33.4. We recognise that the issue of slavery and human trafficking is a global issue and often difficult to detect; therefore, open communication with our supply chain is critical to ensure that any issues are detected and resolved. We welcome and encourage our trading partners to discuss any queries or concerns you may have relating to this legislation. If you have any questions or require any guidance relating to slavery or human trafficking, then please contact our Human Resources Department.

34. ETI Base Code

- 34.1. ADM conforms to the Ethical Trading Initiative (ETI) Base Code. Full details of the ETI Code can be found ADM's website <https://adm-agri.co.uk>

35. Anticorruption Clause

- 35.1. Each party respectively agrees and undertakes to the other that, in connection with this Contract, it will fully comply with all applicable laws, regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements having the force of law of the U.S., U.K., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the Goods relating to antibribery and anti-money laundering ("Applicable Legislation"). In particular, each party respectively represents, warrants and undertakes to the other that it shall not, directly or indirectly;
- 35.1.1. a. pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to, or confer a financial advantage on:
- 35.1.1.1. a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
- 35.1.1.2. an officer or employee of a public international organisation;
- 35.1.1.3. any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organisation;
- 35.1.1.4. any political party or official thereof, or any candidate for political office;
- 35.1.1.5. any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities;
- 35.1.2. or b. engage in other acts or transactions: in each case if this is in violation of or inconsistent with the Applicable Legislation, including without limitation, the U.S.



Foreign Corrupt Practices Act and applicable country legislation implementing (in whole or in part) the OECD convention on combating bribery of foreign public officials in international business transactions

36. Sanctions Suspension

- 36.1. If at any time either party reasonably believes that the performance of any obligation under the Contract may result in a breach of applicable Sanctions, that party shall be entitled, without liability, to suspend performance of the affected obligation to the extent necessary to ensure compliance with such Sanctions.
- 36.2. The affected party shall promptly notify the other party of the suspension and the reasons for it.
- 36.3. During any period of suspension, the affected party shall use reasonable endeavours to resolve the issue where lawful and commercially practicable.
- 36.4. If the suspension continues for a period of more than 30 days, either party may terminate the affected part of the Contract by written notice without liability, save for any rights and obligations accrued prior to termination.

37. Sanctions and Anti-Boycott Clause

- 37.1. Each party respectively represents and warrants to the other to best of its knowledge that neither it nor any person or entity that owns or controls it or that it owns and controls is a designated target of any trade, and/or economic and/or financial sanction or sanctions (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law), adopted by the U.S., U.K., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the Goods (collectively "Sanctions"). Each party respectively agrees and undertakes to the other that it and its agents, contractors, and representatives will fully comply with the requirements of all applicable Sanctions in the performance of this Contract.
- 37.2. The Seller agrees and undertakes to ADM that the Goods will not directly or indirectly originate from, be provided by or be transported on a vessel or by a carrier owned, flagged, chartered, managed or controlled, directly or indirectly, by any country, person, entity, or body, or for the purpose of any commercial activity, that would cause ADM or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If ADM requires, the Seller shall provide ADM with appropriate documentation for the purposes of verifying the origin of the Goods. ADM has the right to reject any restricted originating country, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause ADM or its agents, contractors or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.
- 37.3. ADM agrees and undertakes to the Seller that the Goods will not be:
 - 37.3.1. (i) resold to;
 - 37.3.2. (ii) disposed of by; or
 - 37.3.3. (iii) transported on a vessel, or by a carrier, owned, flagged, chartered, managed or controlled by, directly or indirectly to, any country, person or entity, or for the purpose of any commercial activity, which would cause the Seller or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If the Seller requires, ADM shall provide the Seller with appropriate documentation for the purposes of verifying the final destination of the Goods. The Seller has the right to reject any restricted destination, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause ADM or its agents, contractors, or representatives or



a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.

37.3.4. ADM further represents and warrants that it will not make payment for the Goods through or via such country, bank, or other entity or body or facility, as would cause the Seller or a person subject to U.S. jurisdiction, directly or indirectly, to be in violation of or be penalized by any applicable Sanctions. Should payment for the Goods be impeded, blocked, delayed, or prevented, for longer than three Business Days, by reason of Sanctions or their alleged applicability, ADM shall use its best endeavours to make payment by alternative lawful means that do not, directly or indirectly, violate any Sanctions, (insofar as they apply or are applied or implemented by banks, governments, or other lawfully-constituted authority whatsoever), unless any such payment problems are a result of ADM's violation of the Sanctions.

37.3.5. The parties will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized under the Anti-Boycott laws or regulations of the U.S. Without prejudice to the foregoing, the parties agree to cooperate with each other's reasonable requests for information and/or documentary evidence to support and/or verify compliance with this clause.

38. COVID-19 or Contagious Diseases Clause

38.1. Notwithstanding the COVID-19 outbreak, both parties shall exercise due diligence in relation to the performance of their respective obligations and the Contract generally. The outbreak shall constitute a potential event for the purposes of any term of this Contract dealing with impediments and/or delays to performance outside the control of either party including the Force Majeure and Prohibition Clauses of FOSFA [53 etc.], whether the impact of the outbreak is foreseeable or not. With respect to Contracts concluded on CIF, C+F, CIFFO, C&FFO, and FOB, the relevant COVID 19 and/or Infectious or Contagious Diseases Clause of the charter party shall prevail.

Part 2 – Commodity, specification and contamination supplementary Terms.

This Part 2 sets out commodity, specification and contamination terms which supplement Part 1 (General Terms).

In the event of inconsistency between Part 1 and Part 2, Part 2 shall prevail in respect of commodity matters.

All Goods supplied must also comply with the applicable Contract Note, Industry Contract and End Receiver requirements.

1. Soft Wheat

1.1. All wheat purchased as "soft" wheat shall have a hardness value less than 40, as determined using the Single Kernel Characterisation System (SKCS) or an equivalent method approved by ADM.



2. Hard Wheat

- 2.1. All wheat purchased as “hard” wheat shall have a hardness value of greater than 45, as determined using the Single Kernel Characterisation System (SKCS) or an equivalent method approved by ADM.

3. Human Consumption Wheat

- 3.1. No consignment of wheat shall contain more than 2% by weight of admixture and/or screenings in total.
- 3.2. For the purposes of this clause:
 - 3.2.1.(a) “Screenings” means non-wheat material determined by sieving, including material passing through a 2.0 mm slotted hole sieve and retained over a 3.5 mm slotted hole sieve; and
 - 3.2.2.(b) “Admixture” means all other foreign or extraneous matter, including (without limitation) other seeds, botanical impurities, stones, straw, earth and similar materials present in the sample.
- 3.3. Each consignment shall be free from ergot and from mouldy, tainted or materially discoloured grains.
- 3.4. Gluten shall be present and shall exhibit satisfactory elasticity, extensibility, colour and overall quality for bread-making purposes, as determined by the End Receiver.
- 3.5. Any presence of insect infestation, whether live or dead, may result in rejection of the consignment.
- 3.6. All wheat supplied for human consumption or bread-making purposes shall be of satisfactory quality and fit for purpose.
- 3.7. Any determination of quality, specification or compliance under this clause shall be made by ADM or the End Receiver (as applicable), acting reasonably and in good faith, and shall be binding in the absence of manifest error, subject to the dispute resolution procedures under the applicable Industry Contract.

4. Malting Barley

- 4.1. Unless otherwise expressly agreed, all barley purchased for malting purposes shall comply with the specification set out in the Contract Notes and this clause.
- 4.2. All malting barley is purchased subject to a maximum nitrogen content. No tolerance shall apply unless expressly agreed in writing.
- 4.3. The Goods Shall:
 - 4.3.1.(a) be of a bright and consistent sample;
 - 4.3.2.(b) be free from disease and contaminants;
 - 4.3.3.(c) contain no excessive quantities of broken or skinned grains;
 - 4.3.4.(d) be free from stones and other extraneous matter; and
 - 4.3.5.(e) be in all respects of satisfactory quality and fit for malting purposes.
 - 4.3.6. Failure to meet these requirements may result in rejection or a claim at ADM’s discretion.
- 4.4. Crop Protection and Growing Conditions:
 - 4.4.1.(a) Only agrochemicals approved by the British Beer & Pub Association (BBPA) may be used in the growing or storage of malting barley.
 - 4.4.2.(b) Barley treated with Etrifophos (commonly known as “Satisfar”) may be rejected, depending on End Receiver requirements.
 - 4.4.3.(c) Malting barley shall not be accepted if grown on land treated with bio-solids.
- 4.5. Glyphosate:
 - 4.5.1. The use of glyphosate as a pre-harvest desiccant on malting barley is discouraged by certain End Receivers.



- 4.5.2. Glyphosate remains an approved agrochemical; however, where glyphosate has been applied, the Seller shall notify ADM in writing prior to delivery or collection.
- 4.5.3. Failure to provide such notification may result in rejection of the Goods or a claim at ADM's discretion.
- 4.5.4. The Seller acknowledges that acceptance of such barley may be subject to End Receiver's requirements.
- 4.6. Moisture:
 - 4.6.1.(a) All malting barley is purchased subject to a maximum moisture content of 14.50%.
 - 4.6.2.(b) The Seller shall notify ADM immediately if the Goods exceed this level.
 - 4.6.3.(c) The Seller shall not assume that any receiver will accept barley above 14.50%, whether or not allowances are sometimes applied in practice.
 - 4.6.4.(d) Compliance with the contract moisture specification is the sole responsibility of the Seller.
- 4.7. The latest applicable moisture guidance or statements issued by the Malsters' Association of Great Britain (MAGB) shall apply, unless otherwise agreed.
- 4.8. Any buyback allowances or premium adjustments shall be notified to the Seller following receipt of analysis results from the End Receiver.
- 4.9. Any determination of quality, specification or compliance under this clause shall be made by ADM or the End Receiver (as applicable), acting reasonably and in good faith, and shall be binding in the absence of manifest error, subject to the dispute resolution procedures under the applicable Industry Contract.

5. Oilseed Rape – Specification and Compliance

- 5.1. GMO Status and Labelling:
 - 5.1.1. All conventional oilseed rape of UK, EU or non-EU origin shall comply with all applicable laws and regulations relating to genetically modified organisms as in force in England and Wales, including any retained EU law and any amendment or replacement thereof.
 - 5.1.2. The Seller warrants that the Goods are not subject to GMO labelling requirements under such legislation and that all necessary steps have been taken to preserve the conventional (non-GM) integrity of the Goods.
 - 5.1.2.1. Without limitation to clause 11.1.1, this includes compliance with:
 - 5.1.2.2. (a) Regulation (EC) No. 1829/2003 on genetically modified food and feed; and
 - 5.1.2.3. (b) Regulation (EC) No. 1830/2003 concerning the traceability and labelling of genetically modified organisms,
 - 5.1.2.4. And such regulations form part of retained EU law in United Kingdom.
 - 5.1.3. Each consignment shall be accompanied by a valid Grain Passport or equivalent documentation confirming compliance with this clause, including the relevant registration number. Non-compliant documentation shall render the Goods liable to rejection.
- 5.2. Benzo-Alpha Pyrene (BAP):
 - 5.2.1. BAP content in the oil of the Goods as per EU regulation 835/2011 amending regulation 1881/2006 as well as per any subsequent Regulation or amendment thereto: 1) Sum of 4 PAH's (benzo(a)pyrene, benzo(a)anthracene, chrysene, benzo(b)fluoranthene) max 10ppb and 2) Benzo(a)pyrene max 2 ppb. Notwithstanding Section 14 of the Sale of Goods Act 1979 (as amended), if English law applies, and/or any other terms of the present Contract, express or implied, with regard to the quality, condition and fitness for purpose of the Goods supplied hereunder, it is expressly agreed between the Seller and ADM that the Seller shall be



fully liable to ADM for any and all costs incurred, directly or indirectly, in the event that the oil extracted from the seed supplied under the present Contract is found to contain BAP above the prescribed limits for poly aromatic hydrocarbons in foodstuff according to the above mentioned EU Regulation. Furthermore, Seller shall, upon ADM's request, provide satisfactory evidence of appropriate liability insurance with regard to any potential claim for damages arising under this clause.

5.3. Green Seed:

5.3.1. Chlorophyll content in the oil of the Goods basis 30 ppm max 50 ppm. Settlement shall be based on the following scale:

Chlorophyll (in the oil)	Allowance (based on Contract Price)
31-35 ppm	1%
36-40 ppm	2%
41-45 ppm	2.5%
46-50 ppm	3%

Goods with a content of Chlorophyll over 50 ppm in the oil can be rejected. In the event that the Goods have been discharged already, the allowance should be agreed amicably between ADM and the Seller. ADM reserves the right to claim this allowance within 60 days after discharge of the Goods.

6. Quality, Specification and Contamination (All Commodities)

- 6.1. This section applies to all Goods supplied under and Contract, in addition to the commodity-specific requirements set out above.
- 6.2. In the event of any inconsistency between this Section 6 and any commodity-specific specification in Section 2 to 5, the stricter standard or requirement shall apply unless otherwise expressly agreed in writing.
- 6.3. Compliance with this Section 6 is a condition of the Contract.
- 6.4. Except where stated otherwise, all determinations of compliance under this Section shall be made at the point of delivery or intake and shall be binding in the absence of manifest error, subject to the dispute resolution provisions of the applicable Industry Contract.

6.5. Moisture

- 6.5.1. Contracts shall be subject to any applicable provisions relating to moisture and moisture allowances as set out in the relevant Industry Contract and any applicable industry standards, including those issued by the Maltsters Association of Great Britain (MAGB), the National Association of British and Irish Millers (NABIM), and the Agricultural Industries Confederation (AIC).
- 6.5.2. Any amendments to such industry standards or provisions shall apply to the Contract only where expressly incorporated by ADM or where required to give effect to mandatory industry rules applicable at the time of delivery.

6.6. Temperature

- 6.6.1. Grain delivered at a temperature in excess of 26°C may, at ADM's discretion, be subject to a cooling allowance or rejection.
- 6.6.2. Grain delivered at a temperature materially above the prevailing ambient temperature at the delivery location may, at ADM's discretion, be rejected.
- 6.6.3. Temperature measurements taken at the point of intake shall, in the absence of manifest error, be binding for the purposes of this clause.



6.7. Ergot

- 6.7.1. All Goods shall be entirely free from ergot.
- 6.7.2. Any presence of ergot in the Goods may result in rejection of the consignment at ADM's discretion.
- 6.7.3. Any determination of the presence of ergot shall be made by ADM or the End Receiver, acting reasonably and in good faith, and shall be binding in absence of manifest error, subject to the dispute resolution procedures under the applicable Industry Contract.

6.8. Rodent Contamination

- 6.8.1. All Goods shall be entirely free from rodent droppings and any other evidence of rodent contamination.
- 6.8.2. Any presence of rodent droppings or contamination may result in rejection of the Goods at ADM's discretion.
- 6.8.3. Any determination of contamination under this Clause shall be made by ADM or the End Receiver, acting reasonably and in good faith, and shall be binding in the absence of manifest error, subject to the dispute resolution procedures under the applicable Industry Contract.

6.9. Post-Harvest Dust Treatments

- 6.9.1. The application of diatomaceous earth (silica dust) or any similar post-harvest dust treatments, including any derivatives is not permitted.
- 6.9.2. Any Goods that have been treated with such substances shall be deemed non-conforming and may be rejected by ADM at its discretion.
- 6.9.3. The Seller shall disclose any post-harvest treatments applied to the Goods and shall ensure compliance with this clause.
- 6.9.4. Any determination under this clause shall be made by ADM or the End Receiver, acting reasonably and in good faith, and shall be binding in the absence of manifest error, subject to the dispute resolution procedures under the applicable Industry Contract.

6.10. Cleavers in Oilseed Rape and Pulses

- 6.10.1. Oilseed rape and pulses supplied under any Contract may be required to be free from cleavers (Galium aparine), where specified by ADM or the End Receiver.
- 6.10.2. If cleavers are detected in the Goods upon inspection at the point of delivery, the Goods may be rejected at ADM's discretion.
- 6.10.3. The Seller shall declare any presence or admixture of cleavers at the time of contracting.
- 6.10.4. Where the Seller fails to declare the presence of Cleavers and such contamination is subsequently detected, the Seller shall be liable for all losses, costs and expenses arising from any rejection or failure to meet End Receiver requirements.
- 6.10.5. Any determination under this clause shall be made by ADM or the End Receiver, acting reasonably and in good faith, and shall be binding in the absence of manifest error, subject to the dispute resolution procedures under the applicable Industry Contract.

6.11. Radiation and Irradiation

- 6.11.1. The Seller warrants that the Goods have not been subjected to irradiation.



- 6.11.2. The Seller further warrants that the Goods do not contain levels of radioactivity in excess of those permitted by any applicable laws, regulations or standards in force in the United Kingdom or the European Union.
- 6.11.3. The Seller shall provide, upon request, evidence of compliance with this clause.
- 6.11.4. Any breach of this clause shall render the Goods non-conforming and may result in rejection and/or a claim by ADM.

6.12. Allergens

- 6.12.1. The Seller shall ensure that the Goods are free from contamination by allergens not normally associated with the Goods.
- 6.12.2. Allergens for the purposes of this clause include, without limitation: nuts, sesame seeds, baker products containing gluten, crustaceans, molluscs, fish, milk, eggs, celery, mustard, lupin and soya.
- 6.12.3. The Seller shall implement appropriate controls to prevent cross-contamination of the Goods with allergens during production, storage, handling and transport.
- 6.12.4. The Seller shall notify ADM promptly if it becomes aware of any actual or potential allergen contamination affecting the Goods.
- 6.12.5. Any breach of this clause shall render the Goods non-conforming and may result in rejection and/or a claim by ADM.
- 6.12.6. Any determination under this clause shall be made by ADM or the End Receiver, acting reasonably and in good faith, and shall be binding in the absence of manifest error, subject to the dispute resolution procedures under the applicable Industry Contract.

6.13. Mycotoxins

- 6.13.1. The Seller shall ensure that the Goods comply with all applicable laws and regulations relating to mycotoxins and food safety in force in England and Wales including any retained EU law and any amendment or replacement thereof.
- 6.13.2. Without limitation to clause 6.13.1, the Goods shall not exceed the maximum permitted levels for mycotoxins (including, without limitation, deoxynivalenol (DON), zearalenone (ZON) and ochratoxin A (OTA)) applicable to the intended end use of the Goods.
- 6.13.3. The Seller shall take all reasonable steps to ensure that the Goods meet the relevant mycotoxin limits and shall be responsible for compliance with any additional requirements specified by ADM or the End Receiver.
- 6.13.4. The Seller acknowledges that mycotoxin limits may vary depending on the intended use of the Goods (including human consumption, milling and malting), and shall ensure that the Goods comply with the limits applicable to that use.
- 6.13.5. ADM shall be entitled to test the Goods for mycotoxins. The results of such test shall, in the absence of manifest error, be binding.
- 6.13.6. The cost of any mycotoxin testing carried out by ADM shall be payable by the Seller at ADM's prevailing rates, as notified to the Seller from time to time.
- 6.13.7. ADM may provide test results to the Seller; however, such results are indicative only and shall not limit the Seller's responsibility to ensure compliance with this clause.

6.14. Prohibited Substances in Equine Feed

- 6.14.1. The Seller acknowledges the AIC Contaminant Sensitive List (Appendix 2, Section 8) and the BETA (British Equestrian Trade Association) NOPS Code (Naturally Occurring Prohibited Substances), as amended from time to time.



- 6.14.2. The Seller shall ensure that all Goods supplied for use in the manufacture of equine feed comply in all respects with the requirements of the BETA NOPS Code.
- 6.14.3. The Seller warrants that the Goods are free from contamination with Naturally Occurring Prohibited Substances (NOPS) to the extent required by the BETA NOPS Code.
- 6.14.4. The Seller shall implement appropriate controls to prevent contamination of the Goods with NOPS during production, storage, handling and transport.
- 6.14.5. Where ADM notifies the Seller of the presence or suspected presence of NOPS in any Goods, the Seller shall, at its own cost, cooperate fully with ADM to:
 - 6.14.5.1. (a) investigate and identify the source of such contamination; and
 - 6.14.5.2. (b) take all necessary corrective actions to prevent recurrence.
- 6.14.6. Any breach of this clause shall render the Goods non-conforming and may result in rejection and/or a claim by ADM, without prejudice to any other rights or remedies.

6.15. Stimulants Derived from Hydrolysed Animal Protein

- 6.15.1. The Seller shall ensure that the Goods, where intended for food or feed use, have not been treated with, or exposed to, any bio-stimulants derived directly or indirectly from hydrolysed animal proteins at any stage of production, storage or handling.
- 6.15.2. The Seller warrants that no such substances have been applied to the Goods.
- 6.15.3. Any breach of this clause shall render the Goods non-conforming and may result in rejection and/or a claim by ADM.
- 6.15.4. The Seller shall notify ADM immediately if it becomes aware of any actual or potential breach of this clause.

6.16. Chlorpropham (CIPC)

- 6.16.1. The Seller shall ensure that the Goods have not been stored in any facility where chlorpropham (CIPC) has been applied or used as a sprout suppressant.
- 6.16.2. The Seller shall comply with all applicable assurance standards, including (where applicable) Red Tractor Assurance Standards, in relation to the storage and handling of the Goods.
- 6.16.3. The Seller warrants that the Goods do not contain residues of chlorpropham (CIPC) in excess of any applicable legal or regulatory limits.
- 6.16.4. Any breach of this clause shall render the Goods non-conforming and may result in a rejection and/or a claim by ADM.
- 6.16.5. The Seller shall notify ADM immediately if it becomes aware of any actual or potential contamination of the Goods with CIPC.

A handwritten signature in grey ink, appearing to read "Jonathan Lane", is positioned above the printed name and title.

Jonathan Lane
Managing Director